

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 23	
1 CONTRACT/PURCH ORDER/ AGREEMENT NO N6833518A0042			2 DELIVERY ORDER/CALL NO N6833518F0362		3 DATE OF ORDER/CALL (YYYYMMDD) 2018 Jun 12		4 REQ / PURCH REQUEST NO 1300714538		5 PRIORITY		
6 ISSUED BY NAVAL AIR WARFARE CENTER AD (LKE) ATTN 2.5.2 HWY 547 B562 ROOM 224 JOINT BASE MDL NJ 08733			CODE N68335		7 ADMINISTERED BY (if other than 6) CODE SEE ITEM 6				8 DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		
9 CONTRACTOR MCKINSEY & COMPANY, INC. WASHINGTON D.C. NAME ERIKA FLOREZ AND 1200 19TH ST NW STE 1100 ADDRESS WASHINGTON DC 20036-2412			CODE 438P1		FACILITY		10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE 12 DISCOUNT TERMS Net 30 Days		11 MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED		
13 MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15											
14 SHIP TO JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402			CODE F1ATD2		15 PAYMENT WILL BE MADE BY CODE HQ0339 DFAS COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS PO BOX 182317 COLUMBUS OH 43218-2317				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16 TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract							
PURCHASE		Reference your quote dated Furnish the following on terms specified herein REF:									
ACCEPTANCE THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1											
17 ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule											
18 ITEM NO		19 SCHEDULE OF SUPPLIES/ SERVICES			20 QUANTITY ORDERED/ ACCEPTED*		21 UNIT	22 UNIT PRICE		23 AMOUNT	
		SEE SCHEDULE									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA (b) (6)		(b) (6)		25 TOTAL \$6,365,254.00		
27a QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED							CONTRACTING / ORDERING OFFICER		26 DIFFERENCES		
b SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c DATE (YYYYMMDD)		d PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28 SHIP NO		29 DO VOUCHER NO		30 INITIALS		
f TELEPHONE NUMBER		g E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32 PAID BY		33 AMOUNT VERIFIED CORRECT FOR		
36. I certify this account is correct and proper for payment.					31 PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34 CHECK NUMBER		
a DATE (YYYYMMDD)		b SIGNATURE AND TITLE OF CERTIFYING OFFICER							35 BILL OF LADING NO		
37 RECEIVED AT		38 RECEIVED BY		39 DATE RECEIVED (YYYYMMDD)		40 TOTAL CONTAINERS		41 S/R ACCOUNT NO		42 S/R VOUCHER NO	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Affordability War Room Support FFP FOB: Destination	(b) (4)			

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000101	Funding for CLIN 0001 FFP PURCHASE REQUEST NUMBER: 1300714538				\$0.00

ESTIMATED
NET AMT

\$0.00

ACRN AA
CIN: 130071453800001

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	CDRL A001, A002, and A003 FFP FOB: Destination	(b) (4)			

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000201	Funding for CLIN 0002 FFP PURCHASE REQUEST NUMBER: 1300714538				\$0.00

ESTIMATED
NET AMT

\$0.00

ACRN AA
CIN: 13007145380002

\$698,008.00

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	Strategic Sourcing Support FFP FOB: Destination	(b) (4)			

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000301	Funding for CLIN 0003 FFP PURCHASE REQUEST NUMBER: 1300714538				\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AA CIN: 13007145380003					(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Senior Leadership Team Support FFP FOB: Destination	(b) (4)			
ESTIMATED NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000401	Funding for CLIN 0004 FFP PURCHASE REQUEST NUMBER: 1300714538				\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AA CIN: 13007145380004					(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Major Sustainment Contracts Support FFP FOB: Destination	(b) (4)			(b) (4)
ESTIMATED NET AMT					(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
000501	Funding for CLIN 0005 FFP PURCHASE REQUEST NUMBER: 1300714538				\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AA CIN: 13007145380005					(b) (4)

ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Travel COST Travel support IAW Section C, SOW FOB: Destination	(b) (4)			

ESTIMATED COST	(b) (4)
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ITEM NO	SUPPLIES/SERVICES	EST . QUANTITY	UNIT	UNIT PRICE	AMOUNT
000601	Funding for CLIN 0006 COST PURCHASE REQUEST NUMBER: 1300714538				\$0.00

ESTIMATED COST	\$0.00
ACRN AA CIN: 130071453800006	(b) (4)

Section C - Descriptions and Specifications

STATEMENT OF WORK

F-35 JPO Affordability Campaign Support

1.0 OVERVIEW

The F-35 Joint Program Office (JPO) is the Department of Defense's (DoD) focal point for defining affordable next generation strike aircraft weapon systems for the Navy, Air Force, Marines, and our allies. The F-35 is the next generation strike fighter bringing cutting-edge technologies to the battle-space of the future. The F-35s advanced airframe, autonomic logistics, avionics, propulsion systems, stealth, and firepower will ensure that the F-35 is the most affordable, lethal, supportable and survivable aircraft ever to be used by so many warfighters around the world.

The F-35 program is in a critical program transition stage of the DoD Acquisition process. Near term program focus is on facilitating the Services development of fully validated, affordable operational requirements, and lowering risk by investing in and demonstrating key leverage technologies and operational concepts during the continuum of capability development and demonstration (C2D2) phase of the program.

The F-35 JPO has procured over 200 aircraft thus far and plans to procure over 2,500 aircraft for the 14 participants. F-35 costs are currently estimated to be more than \$1 trillion over the Program life cycle, making the F-35 the costliest aircraft acquisition in DoD history. In order to achieve mission performance requirements and achieve affordable operating and support costs, the JPO needs to continuously look at the affordability of the program across the three lines of effort (Development, Production, and Sustainment). Balancing acquisition and operating costs with performance is the key to informed decision making as it related to reducing Life Cycle Costs (LCC). The Program goal is to optimize Reliability, Maintainability, Quality, Supportability, Interoperability, and Performance while reducing LCC.

2.0 SCOPE

The primary purpose of this task order is to continue addressing the affordability of the F-35 program and continue to identify areas to focus on. Assessment of the F-35 Production supply chain and the ability to strategically source items will be performed while looking at how the United States (U.S.) Services operate the F-35 Air System. This effort will also identify the next wave of the Cost Reduction Initiative "Pathfinders" effort and work to establish a baseline for the F-35 JPO Cost Estimate and assist in F-35 Major Contract Actions. Finally, this task order will perform an organizational health assessment reviewing the changes after 1 year of PEO ownership. Major Contract Actions. Finally, this task order will perform an organizational health assessment reviewing the changes after 1 year of PEO ownership.

3.0 TASK MANAGEMENT

3.1 – PROJECT MANAGEMENT

Work efforts performed in support of this task require management expertise, oversight, control, and direction in team building, communications, time management, quality assurance and quality control and management, procedure development, risk management, configuration management, and cost management. The contractor shall identify a Program Manager (PM) by name, who will serve as the primary interface and point of contact (POC) with the Government program authorities and representatives on technical program/project issues. The contractor PM will provide management, direction, administration, quality assurance, and leadership within the contractor's team to their personnel for the execution of the effort. Using state-of-the-art knowledge, skills, tools, and techniques, the contractor shall:

- Effectively address changes in work priorities and staffing;

- Ensure proper staffing and skill set coverage at all times;
- Ensure deliverable quality and timeliness;
- Ensure compliance with all agency security regulations;
- Provide assistance to the staff with regard to security information updates for the applications developed

3.2 – COORDINATE A PROJECT KICKOFF MEETING

The contractor shall schedule and coordinate a Project Kick-Off Meeting no later than ten (10) days after contract award at the location approved by the Government. The meeting shall provide an introduction between the contractor personnel and Government personnel who shall be involved with the contract. The meeting shall provide the opportunity to discuss technical, management, and security issues, as well as travel authorization and reporting procedures. At a minimum, the individuals who shall attend include key contractor personnel, representatives from the F-35 JPO, other key Government personnel, and the PCO and COR. The contractor shall provide a Kick-Off Meeting Agenda and Kick-Off Meeting Presentation that shall include, but not be limited to, the following:

- Introduction of team members and personnel
- Overview of project tasks
- Overview of organization (complexity)
- POCs (Contractor and Government)
- Roles and responsibilities
- Communication Plan/Lines of communication overview (between both contractor and Government)
- Schedule (shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each)
- Security requirements/issues/facility access procedures
- Sensitivity and protection of information
- Government Furnished Information (GFI)
- Reporting requirements, e.g. Weekly Status Report (WSR)
- Initial deliverables.
- Travel notification and processes
- Detailed invoice procedures including reconciliation procedures
- Other logistic issues
- Additional issues of concern (leave/back-up support)

The contractor shall provide a draft copy of the agenda for review and approval by the COR and F-35 JPO TPOC no later than (NLT) three (3) working days before kickoff meeting. The COR shall provide the contractor with the number of participants for the kick-off meeting and the contractor shall provide a copy of the presentation to each participant.

CDRL A001 Kick-Off Meeting Agenda and Presentation

3.3 – PROJECT MANAGEMENT PLAN (PMP)

The contractor shall prepare and deliver a Draft and Final PMP that is organized by task area. The PMP shall contain at a minimum the following:

- a) Program approach.
- b) A matrix of all deliverables with a schedule for deliverables that allows sufficient time for Government review and adjudication of comments.
- c) Task dependencies and interrelationships.

- d) Contractor organizational structure.
- e) Process management and controls.
- f) Financial management.
- g) Subcontractor Management (as appropriate).
- h) Security Plan.
- i) Any unique hardware and software requirements by the contractor.

The PMP is an evolving document that shall be updated with all changes as they occur. The documents shall be updated quarterly after the initial delivery. The contractor shall provide the draft PMP for the COR and TPOC approval not later than ten (10) working days after the kickoff meeting. The contractor shall work from the latest Government-approved versions of the PMP.

CDRL A002 Project Management Plan

4.0 – PREPARE MANAGEMENT REPORTS

4.1 MONTHLY STATUS REPORT

The contractor shall develop and provide a Monthly Status Report (MSR) using MS Office Suite applications, via electronic mail (email) to the Contracting Officer's Representative (COR) and TPOC. The MSR shall briefly summarize, by task area, the management and technical progress to date under the TO, as well as provide the current information indicated below. The contractor shall provide at a minimum the following information:

- a) Activities during reporting period, by task and subtask to include: On-going activities, new activities, activities completed, deliverables submitted for that period; and progress to date on all above mentioned activities. Start each section with a brief description of the task.
- b) Schedule (from the PMP shows major tasks, milestones, and deliverables; planned and actual start and completion dates for each).
- c) Problems and corrective actions taken. Include issues or concerns that may affect project milestones, personnel, and cost resources and proposed resolutions to address them to include risk mitigation plans.
- d) Contractor personnel gains, losses, and staffing status.
- e) Government actions required (deliverables awaiting Government approval, etc.).
- f) Summary of trips taken, conferences attended, etc.
- g) Recommendations for change, modifications, or improvements in task or process.
- h) Subcontractor performance, as applicable

The contractor shall also provide a Weekly Status Briefing that provides the status of activities during the to date on all above mentioned activities.

CDRL A003 Monthly Status Report

5.0 STRATEGIC SOURCING SUPPORT

The Contractor shall assess the F-35 air system production supply chain to understand the supply chain integrity and F-35 exposure. The Contractor shall:

- Map the air system production supply chain down to level 3/4 subcontractor suppliers and identify opportunities for affordability, improved capacity, or improved performance
- Support the F-35 Strategic Sourcing Plan and help employ the infrastructure to identify opportunities, make informed decisions, implement selected opportunities, and manage GFP directly

- Conduct a risk assessment for supply chain integrity (static and dynamic as fleet size ramps up) to understand the F-35 exposure

The contractor shall deliver the initial assessment and mapping NLT 180 days of contract award and a final report NLT 270 days after contract award.

CDRL A004 Technical Reports – Air System Production Supply Chain Assessment and Mapping

6.0 SENIOR LEADERSHIP TEAM (SLT) SUPPORT

- The SLT sets the strategic priorities and initiatives over the next three years and assesses the organizational structure to execute the priorities and initiatives. The Contractor shall support no more than four (4) SLT Offsite Meetings – estimate one per quarter
- Work with Enterprise Planning and provide tracking and troubleshooting of actions in the strategic priorities and initiatives
- Assist Enterprise Planning in SLT Offsite interactions (e.g., 30, 90 day follow ups)
- Review the previous Organizational Health Assessment and provide a follow-on assessment to include, but not limited to:
 - Assess JPO culture and how it has evolved since the last assessment
 - Provide any further recommendations to the organizational structure of the F-35 Program Office

The contractor shall deliver the SLT Offsite After Action Report NLT five (5) days after the SLT Offsite meeting and will maintain the Action Item Tracker log.

CDRL A005 Technical Reports - SLT Offsite After Action Report / Action Item Tracker

The Contractor shall deliver the Organizational Health Report NLT 180 days after contract award.

CDRL A006 Technical Reports – Organizational Health Report

7.0 AFFORDABILITY WAR ROOM (AWR) SUPPORT

The Contractor shall continue to build from the previous Cost Reduction Initiative “Pathfinder” campaign and support the identification and analysis of affordability or cost reduction initiatives. The contractor shall:

- Build a baseline using F-35 JPO Cost Estimates, contracted values, and actuals in terms of cost and Full Time Equivalents (FTE)
- Clarify drivers of costs, GR&As, and inputs into the models used
- Identify and size, in conjunction with service and industry where appropriate, initiatives for cost reduction in both near term contracts and in steady state
- Produce implementation plans and cost reduction initiatives, ready to be implemented
- Provide continued support from previous Pathfinder focus areas: continue support as they move into implementation and refine pathfinder process

The Contractor shall deliver a proposed list of initiatives NLT 120 days after contract award. The final implementation plans for the selected cost reduction initiatives shall be delivered NLT 365 days after contract award.

CDRL A007 Technical Report – Prioritized List of Initiatives

CDRL A008 Technical Report – Initiative Implementation Plan

8.0 SUPPORT F-35 MAJOR CONTRACT ACTIONS

The Contractor shall support ongoing OEM Major Contract Actions within the three lines of effort (Development, Production, and Sustainment) in the F-35 JPO. The Contractor can expect to support no more than four (4) major contract actions throughout the PoP. The specific contract actions to support will be discussed and determined after contract award and throughout the PoP; however, the types of effort the Contractor can expect to assess, but not limited to, Production, Alternate Mission Equipment and Production Tooling, Production Non-Recurring, Non-Annualized Sustainment, and Annualized Sustainment. The Contractor, at a minimum, will be asked to perform the following tasks, where applicable:

- Provide support to the Proposal/Evaluation team analysis in assessing proposals and formulating government options through analysis, negotiation techniques and preparation, incentive design, and capability building
- Support IPTs in proactively formulating government positions in anticipation of identified upcoming contract actions
- Provide access to SMEs and engineers with experience in data analysis and working with the clients to make best use of the analysis and recommendations

Once a Major Contract Action is determined to be assessed, the contractor shall deliver their assessment within four (4) months of identifying the Major Contract Action to assess. This assessment will encompass a detailed IPT review at the CLIN level, explaining the methodology behind the estimated Government position, along with projected growth/reduction, for each IPT at each CLIN.

CDRL A009 – Technical Report – F-35 Major Contract Assessments

9 GENERAL INFORMATION

9.1 PERIOD OF PERFORMANCE

The base period of performance is for twelve months from contract award.

9.2 PLACE OF PERFORMANCE / HOURS OF OPERATIONS

The primary place of performance will be at the Contractor's facility. The contractor will need to interact with employees of the F-35 JPO located at: 200 12th Street South and 2521 S. Clark St. Arlington, Virginia (VA).

9.3 SECURITY REQUIREMENT

The work being performed on this effort will be at the UNCLASSIFIED level. In the event the Contractor believes access is needed to CLASSIFIED data, they shall inform the PCO at once and set up a meeting with the TPOC and PCO.

In order to access the F-35 JPO's facility, the Contractor is required to submit visit requests in accordance with Attachment A, "JSF Visit Request Form". The Contractor's will receive an "Escort Required" Visitor Badge. To receive an "Unescorted Badge", the respective Contractor employee must have at a minimum an Active Secret Clearance and the information submitted along with their visit request. No permanent badges will be given as part of this effort.

9.4. SECTION 508 COMPLIANCE.

All Electronic and Information Technology (EIT) products and services proposed shall fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, 29 United States Code (U.S.C.) 794d, and 36 Code of Federal Regulations (CFR) 1194. The contractor shall identify all EIT products and

services proposed, identify the technical standards applicable to all products and services proposed, and state the degree of compliance with the applicable standards. Additionally, the contractor must clearly indicate where the information pertaining to Section 508 compliance can be found (e.g., vendor's website or other exact web page location). The contractor shall ensure that the list is easily accessible by typical users beginning at TOA and shall inform the COR and TPOC of the information location.

9.5 SUBCONTRACT MANAGEMENT

The Contractor shall be responsible for any subcontract management necessary to integrate work performed on this contract and shall be responsible and accountable for Sub-Contractor performance on each contract.

9.6 QUALITY CONTROL

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW and the Surveillance Activity Checklist (SAC). The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's quality control program is the means by which the Contractor assures that work complies with the requirement of the SOW.

9.7 QUALITY ASSURANCE

The Government shall evaluate the Contractor's performance under this contract in accordance with the SAC. The principal evaluator of Contractor work quality is the Government COR/Alternate COR (ACOR) in coordination with TPOC/Alternate TPOC (ATPOC). This plan is primarily focused on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the plan will survey, observe, test, sample, evaluate, and document the Contractor's performance standards identified in the TO.

9.8 NON-DISCLOSURE AGREEMENTS

The Contractor will be required to establish, if not already, Non-disclosure agreements (NDA's) with the two prime Original Equipment Manufacturers (OEM) on the F-35 Program. Additional NDA's may be required with suppliers to complete the tasks within this SOW.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
0002	Destination	Government	Destination	Government
000201	N/A	N/A	N/A	N/A
0003	Destination	Government	Destination	Government
000301	N/A	N/A	N/A	N/A
0004	Destination	Government	Destination	Government
000401	N/A	N/A	N/A	N/A
0005	Destination	Government	Destination	Government
000501	N/A	N/A	N/A	N/A
0006	Destination	Government	Destination	Government
000601	N/A	N/A	N/A	N/A

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000101	N/A	N/A	N/A	N/A
0002	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000201	N/A	N/A	N/A	N/A
0003	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000301	N/A	N/A	N/A	N/A
0004	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000401	N/A	N/A	N/A	N/A

0005	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000501	N/A	N/A	N/A	N/A
0006	POP 12-JUN-2018 TO 11-JUN-2019	N/A	JOINT STRIKE FIGHTER (b) (6) PROGRAM OFFICE 200 12TH STREET STE 600 ARLINGTON VA 22202-5402 (b) (6) FOB: Destination	F1ATD2
000601	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 5783010 1184 748 10F03 5 4G91OP 55 901271 42F667100F67 100ALDAAFSR012823PSR5 667100
 AMOUNT: \$6,365,254.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	130071453800001	(b) (4)
	000201	130071453800002	(b) (4)
	000301	130071453800003	(b) (4)
	000401	130071453800004	(b) (4)
	000501	130071453800005	(b) (4)
	000601	130071453800006	(b) (4)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions, as used in this clause--

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N/A

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC:	<u>HQ0339</u>
Issue By DoDAAC:	<u>N68335</u>
Admin DoDAAC:	<u>N68335</u>
Inspect By DoDAAC:	<u>F1ATD2</u>
Ship To Code:	_____
Ship From Code:	_____
Mark For Code:	_____
Service Approver (DoDAAC):	<u>F1ATD2</u>
Service Acceptor (DoDAAC):	<u>F1ATD2</u>
Accept at Other DoDAAC:	_____
LPO DoDAAC:	_____
DCAA Auditor DoDAAC:	_____
Other DoDAAC(s):	_____

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

N/A

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact. For Navy WAWF questions call DFAS Customer Care 1-800-756-4571 option 6

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

5252.201-9500 TECHNICAL POINT OF CONTACT (TPOC)(NAVAIR)(SEP 2012)

(a) The Technical Point of Contact (TPOC) for this contract is:

(b) (6)

(b) This individual is not a Contracting Officer nor a Contracting Officer's Representative (COR)/Task Order COR (TOCOR) and has no authority to make changes, verbally or otherwise, to the existing contract or order. Further, no authority has been delegated to this individual by the Procuring Contracting Officer (PCO).

(c) The contractor may use this technical POC for technical questions related to the existing contract or order. Also, as a representative of the requiring activity, the TPOC may perform or assist in such areas as: base access forms, security related issues, IT access requirements, Contractor Performance Assessment Reporting System (CPARS), clarification of technical requirements, and statement of work inquiries.

(d) The contractor shall immediately notify the Procuring Contracting Officer in writing if the contractor interprets any action by the TPOC to be a change to the existing contract.

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NAVAIR)(SEP 2012)

(a) The Contracting Officer has **designated** (b) (6) [REDACTED] as the authorized Contracting Officer's Representative (COR) to perform the following functions, duties, and/or responsibilities:

- a. Coordinate site entry for contractor personnel. Determine the need for and ensure all requirements are met for contractor badges, background checks, and all other required security clearances. Ensure contractor personnel requiring access to the military installations adhere to check-in and check-out procedures.
- b. Maintain liaison and direct communications with the contractor's representative, Contracting Officer, customer, and other authorized representatives related to the contract/project, including participating in meetings/discussions as requested by the Contracting Officer (e.g. post-award orientation conferences, negotiations, etc.)
- c. Ensure that changes in work under a contract are not implemented before written authorization or a contract modification is issued by the Contracting Officer.
- d. If authorized, recommend to the Contracting Officer any changes in scope and/or technical provisions of the contract/order/agreement with written justification for the proposed action.
- e. Provide clarification of technical requirements to the Contractor, as necessary, without making changes or agreeing to make changes to the contract/order/agreement. (See Contracts Competency Instruction (CCI) 4200.60, Technical Direction Letters.)
- f. Coordinate with the Contractor and Contracting Officer to resolve issues and monitor corrective actions.
- g. Assist the Contracting Officer with close-out of contracts; especially with the orderly transition or completion of work as contractor workforce is phased out.
- h. Serve as the central POC to assure that any Government obligations stated in the solicitation are completed (GFP) is in place, review/approval of submittals, plans or procedures required by the PWS are obtained, etc.)
- i. Refer to the Contracting Officer any request from a Contractor for the release of information
- j. Sign and process System Authorization Access Requests Navy (SAAR-N) forms when contractors require access to Navy Information Technology (IT) resources. (see NAVAIR clause 5252.204-9505)
- k. Ensure the Contractor's compliance with procedures regarding restrictive markings on data.

Monitoring

- a. Monitor the Contractor's compliance with safety (i.e. OSHA), security, labor (i.e. Service Contract Act) and environment law and regulatory requirements.
- b. Be familiar with CPARS and provide feedback on Contractor performance as input to the past performance database (i.e. Contractor Performance Assessment Reporting System (CPARS)) or as otherwise requested by Contracting Officer. (See CPARS Policy Guide dated October 2010 and User Manual for CPARS dated May 2010)
- c. Monitor Contractor performance and ensure that the Contractor performs the requirements of the contract/order/agreement in accordance with the terms, conditions, and specifications. This includes ensuring that all required items, documentation, data and/or reports are properly and timely submitted as contractually required.
- d. Ensure technical proficiency and compliance with the technical provisions of the contract/order/agreement by review and verification of the performance of work accomplished by the Contractor.
- e. Notify the Contractor of deficiencies observed during performance (e.g. anticipated performance failures, late deliveries, nonconforming work, security violations, hazardous working conditions, improper use of Government material) and recommend appropriate action to Contracting Officer to effect correction.
- f. Review Contractor requests for travel, overtime, Government assets, or subcontracting, in a timely manner, and forward comments/approval to the Contracting Officer.
- g. Monitor and track contract obligations and expenditures per Accounting Classification Reference Number (ACRN) and Contract Line Item Numbers (CLIN) for each contract/order/agreement.
- h. Monitor funds limitations and expenditures on cost reimbursement, Time & Material (T&M) and Labor Hour (LH) contracts (only Contracting Officer can make changes to the contract/order/agreement).
- i. Under Cost Reimbursement level of effort/term, T&M, and LH contracts, ensure that the contractor uses the appropriate level of qualified personnel as specified in contract/order/agreement.
- j. Ensure timely notification by the contractor of any anticipated cost overruns or underruns for cost reimbursement contracts.

Inspection and Acceptance

- a. Monitor the performance of service for conformance with contract/order/agreement terms and conditions and

ensure compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250 (250-1) Material Inspection and Receiving Reports or equivalent which shall be authenticated and certified by the COR that the services have been received and are acceptable. Process inspection report through the Wide Area Workflow (WAWF) as supporting documentation for payment.

Invoices and Payment

a. Review interim invoices for cost reimbursement, T&M and LH contracts to make sure charges are commensurate with observed performance (e.g. travel was necessary and actually occurred, labor hours charged are commensurate with level of work performed, etc.). Under DFARS 242.803(b), the contract auditor (DCAA) is the authorized representative of the Contracting Officer for approving interim vouchers for payment under DoD Cost-reimbursement, T&M and LH contracts. Coordinate issues of cost with DCAA (through Contracting Officer) who is authorized to approve these invoices.

Government Furnished Assets: Equipment, Materials, Facilities, and Information

- a. Coordinate/provide any Government-owned (or leased) assets or use of Government space to the Contractor as required by the contract.
- b. Monitor the control and disposition of any Government-furnished assets. Ensure the completion of all required documentation for the acceptance, use, and return of Government-furnished assets (including UID tracking).
- c. Provide to the Contracting Officer an assessment of any loss, damage or destruction of Government property.
- d. Perform joint equipment inventories with the contractor at the beginning, annually and at close-out.

Hazardous

- a. Ensure the contractor complies with all notification requirements and safety procedure upon the occurrence of the hazardous event.
- b. For any hazardous event, immediately notify the appropriate officials followed by the Contracting Officer.

(b) The effective period of the COR designation is the **period of performance of this contract**.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	JAN 2018
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7022	Government Rights (Unlimited)	MAR 1979

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (NAVAIR)(MAR 2007)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Attachment [Insert attachment number]. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its

major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of [Insert the period of prohibition] after the date of completion of the contract. (FAR 9.505-1(a))

[] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [Insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 12 months after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 12 months after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) A description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) A description of the work to be performed;
- (3) The dollar amount;
- (4) The period of performance; and
- (5) A description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal N68335-18-R-0001 dated **20 April 2018** and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Exhibit B Contract Data Requirement List

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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